

OIL AND GAS LEASE.

AGREEMENT. Made and entered into this 23, day of June A. D. 1909, by and between S. R. Lewis and Elizabeth B. Lewis, his wife, of Tulsa, of Tulsa County, and State of Oklahoma, lessors and John Eaton of Pittsburgh, Penn., lessee.

WITNESSETH: That the lessor in consideration of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained and to be kept and performed by the lessee, does hereby grant unto the lessee, his heirs, successors and assigns, all the oil and gas in and under the following described tract of land for the sole and with the exclusive right of operation thereon for oil and gas, together with the right of way over and across said premises to all places of operation, by said lessee lying adjacent thereto, the right to erect derricks and all other necessary buildings, lay pipes and powers over and across said premises, and to use water, gas and oil to drill and operate wells on this and adjacent leases; also the right to remove at any time any property placed thereon by Lessee, which tract of land is situated in the County of Tulsa and State of Oklahoma, and described as follows, to-wit:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section No. 22, Township No. 20, Range No. 13 E. 1. M., containing 50 acres, more or less.

TO HAVE AND TO HOLD THE SAME, unto the lessee, his heirs, successors and assigns, for the term of five (5) years from the date hereof, and as much longer as oil or gas is found in paying quantities thereon; yielding and paying to the lessors the one eighth (1/8) part of all oil produced and saved from the premises, delivered free of expense into tanks or pipe lines to the lessor credit, and should any well produce gas in sufficient quantities to justify marketing, the lessor shall be paid at the rate of one Hundred Fifty Dollars (\$150.00) per year for such well so long as gas therefrom is sold, and lessor is to have gas for domestic use in one dwelling house on the premises free of cost during the same time, he making his own connections.

It is agreed that in case no well is completed on above described premises within one year from the date hereof, this lease shall become absolutely null and void, unless Lessee shall pay for further delay a rental of Fifty Dollars (\$50.00) per year payable quarterly in advance, until a well is completed on these premises and it is expressly agreed and understood that if such payments be continuously made until a well is completed on said premises, this lease shall continue until the expiration of the full term of the same.

All payments may be made in hand or by deposit to Lessors credit in Farmers National Bank of Tulsa, Okla., or be deposited by Registered Letter in the P. O. to his address at Tulsa, Okla., by check to his order.

The lessee his heirs, successors or assigns, shall have the right at any time on the payment of One Dollar to lessor, their heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities hereafter to accrue under and by virtue of its terms shall cease and terminate.

All covenants and agreements between the parties hereto shall extend to their heirs executors, administrators and assigns.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year above written.

WITNESS:

S. R. Lewis (SEAL)
Elizabeth B. Lewis (SEAL)
John Eaton, (SEAL)
By E. M. Reese, Agt.